

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4338843

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AIOTV INC.	03/27/2017
RECEIVING PARTY DATA		
Name:	PERFORMANCE ONE MEDIA LLC	
Street Address:	8101 E. PRENTICE AVE.	
City:	GREENWOOD VILLAGE	
State/Country:	COLORADO	
Postal Code:	80111	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8826347	
Patent Number:	9027065	
Patent Number:	9241179	
Patent Number:	8869207	
Patent Number:	9521459	
Application Number:	15344780	
CORRESPONDENCE DATA		
Fax Number:	(303)223-8096	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(303) 223-1296	
Email:	khigginbotham@bhfs.com	
Correspondent Name:	KACEY L. HIGGINBOTHAM	
Address Line 1:	410 SEVENTEENTH STREET, SUITE 2200	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	018228.0002	
NAME OF SUBMITTER:	KACEY L. HIGGINBOTHAM	
SIGNATURE:	/kaceylhigginbotham/	
DATE SIGNED:	03/27/2017	
Total Attachments: 9		

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**GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND
TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this “**Agreement**”), dated as of March 27, 2017, is by and between aioTV Inc., a Colorado Corporation (“**Borrower**”) and Performance One Media LLC, a Delaware limited liability company (“**Lender**”).

WHEREAS, the Borrower and Lender have entered into a Senior Secured Promissory Note, dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified from time to time, the “**Promissory Note**”) pursuant to which Lender agreed to provide financing to Borrower; and

WHEREAS, pursuant to the Promissory Note, Borrower has granted to Lender a security interest in all of the Borrower’s present and future assets, including the intellectual property identified below. To secure the indebtedness from the Promissory Note and to supplement Lender’s security interest in such intellectual property pursuant to the Promissory Note, Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the preamble and recitals hereof) and not otherwise defined herein shall have their meanings assigned to them in the Promissory Note.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Borrower hereby grants to Lender a security interest in all of Borrower’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “**Collateral**”):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Intent-to-Use Trademarks. Notwithstanding anything to the contrary in this Agreement, this Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

(c) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Promissory Note.

3. Supplement to Promissory Note. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Promissory Note. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Promissory Note, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within 30 days of the issuance of any new trademark registration to Borrower or the acquisition or issuance of any patent or copyright registrations or the filing of any application for a trademark, patent or copyright Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Borrower's obligation under this Section 4, Borrower authorizes Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of Lender, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places,

all such instruments and documents, and take all such action as may be necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted under this Agreement, including any documents for filing with United States Patent and Trademark Office (the “PTO”) and/or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender’s interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of Borrower.

6. Representation and Warranty. Borrower represents and warrants that (i) the Property listed in Exhibit A and Exhibit B includes reference to all invention disclosures yet unfilled, all provisional patent applications, all non-provisional patent applications, all continuation patent applications, all divisional patent applications, all continuation-in-part patent applications, all reissue patent applications, all issued patents, all patents expired within the last six years, all design patent applications, all issued design patents, and all trademarks assigned to, or subject to an obligation of assignment to, Borrower, both in the United States and elsewhere and (ii) Borrower exclusively owns all right, title, interest in all the property listed in Exhibit A and Exhibit B.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

8. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

9. Entire Agreement; Amendment. This Agreement and the Promissory Note contain the entire agreement of the parties hereto with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Promissory Note.

10. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

11. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Lender and Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

12. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Promissory Note, the provision contained in the Promissory Note shall govern and control, to the extent of such conflict or inconsistency.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BORROWER:

AIOTV INC.

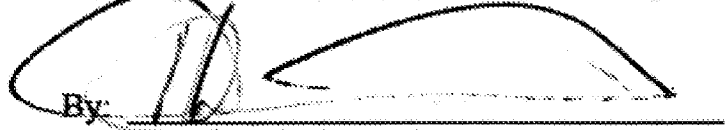
By: 
Name: Mike Earle
Title: Chief Executive Officer

Address:

6000 Greenwood Plaza Blvd.
Suite 115
Greenwood Village, CO 80111

LENDER:

PERFORMANCE ONE MEDIA LLC


By: _____

Name: Howard Diamond

Title: Chief Executive Officer

Address:

8101 E Prentice Ave
Greenwood Village, CO 8011
Attn: Howard Diamond

SCHEDULE A

Issued U.S. Patents of Borrower

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method And System For Creating Video Channels For Delivery Of Content From Multiple Platforms	13/973,915	8/22/13	8826347	9/2/14
Method And System For Creating Video Channels For Delivery Of Content From Multiple Platforms	14/218,285	3/18/14	9027065	5/5/15
Method And System For Creating Video Channels For Delivery Of Content From Multiple Platforms	14/703,640	5/4/15	9241179	1/19/16
Method And System For Delivering Video Content From Multiple Platforms To Subscribers	14/218,262	3/18/14	8869207	10/21/14
Method And System For Delivering Video Content From Multiple Platforms To Subscribers	13/973,902	8/22/13	9521459	12/13/16

Pending U.S. Patent Applications of Borrower

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Method And System For Delivering Video Content From Multiple Platforms To Subscribers	15/344,780	11/7/16

SCHEDULE B

U.S. Trademarks of Borrower

Mark	Application Date	Registration No.	Registration Date
CUYTE	08/27/2015	4,932,188	04/05/2016
ANY CONTENT, ONE SPOT, ANY DEVICE	09/17/2013	4,608,437	09/23/2014

Foreign Trademarks of Borrower

None.

Pending U.S. Trademark Applications of Borrower

None.